

**STATEMENT OF WORK
UNDER
MASTER CONSULTANT SERVICES AGREEMENT.**

THIS STATEMENT OF WORK ("SOW") is effective as of November 11, 2016 ("Effective Date"), by and between **PURDUE PHARMA L.P.** ("Company") and **DANIEL KESSLER** ("Consultant").

WHEREAS, the Company and Consultant have entered into a certain Master Consultant Services Agreement effective as of November 11, 2016 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, Consultant has agreed to perform certain services in accordance with Statements of Work entered into by the parties from time to time, and Company and Consultant now desire to enter into this SOW.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. **Defined Terms.** Any capitalized terms used but not defined herein shall have the meanings given to such terms in the Agreement.
2. **Services.** Company hereby engages Consultant to provide to Company or any Associated Companies consulting services related to OxyContin Category 4 (the "Services").
3. **Compensation and Payment.** Subject to and in accordance with this SOW (including, without limitation, this Section 3), Company will pay fees to Consultant for satisfactory completion of the Services and corresponding deliverables ("Service Fees") at a rate of \$800.00 per hour, up to 50 hours or a maximum cost of \$40,000.00. Company will not be liable for payment of any fees incurred in excess of the Service Fees without Company's prior written approval set forth in an amendment to this SOW.

Travel time if applicable will be compensated at a rate of \$400.00 per hour.

The Company will reimburse Consultant for any travel, lodging, out-of-pocket or other reasonable expenses incurred by Consultant in connection with this SOW if applicable. Invoices will be submitted by Consultant and paid by Company in accordance with the Agreement.

4. **Term and Termination.** The term of this SOW shall commence on the Effective Date and shall continue through November 10, 2017, provided, however, that Company may terminate this SOW in accordance with the Agreement or extend this SOW pursuant to Section 5 below.
5. **Amendments.** Except to the extent otherwise provided in this SOW, any change to the terms and conditions set forth herein will require a written agreement signed by an authorized signatory of Company and an authorized representative of Consultant.

6. **Incorporation; Conflict.** The attachments affixed to this SOW are hereby incorporated into and made a part of this SOW. The provisions of the Master Agreement are hereby expressly incorporated by reference into and made a part of this SOW. In the event of a conflict between the terms and conditions of this SOW and those of the Master Agreement, the terms of the Master Agreement will take precedence and control except as otherwise stated herein.
7. **Counterparts.** This SOW may be executed in one or more counterparts (including by facsimile or other electronic transmission), each of which will be deemed an original but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned officer of Company and authorized representative of Consultant have duly executed this SOW effective as of the Effective Date.

PURDUE PHARMA L.P.

DANIEL KESSLER

By: _____

By: _____

Name: _____

Name: DANIEL KESSLER

Title: _____